

# AGREEMENT

BETWEEN

HUDSON COUNTY COMMUNITY COLLEGE

AND

HUDSON COUNTY COMMUNITY COLLEGE  
PROFESSIONAL ASSOCIATION

[www.hccc-njea.net](http://www.hccc-njea.net)

JULY 1, 2005 – JUNE 30, 2010

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## **AGREEMENT**

This Agreement made this 09<sup>th</sup> day of August, 2005, between the HUDSON COUNTY COMMUNITY COLLEGE (hereinafter referred to as the "College") and the HUDSON COUNTY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION, (hereinafter referred to as the "Association").

## **WITNESSETH**

**Whereas**, the Public Employment Relations Commission certified the Association as the exclusive representative for the purposes of collective negotiations with respect to wages, hours, and all terms and all conditions and of employment for those referred to herein within the meaning of the Act; and

**Whereas**, this certification requires the College to recognize the Association as the exclusive representative for the purposes of collective negotiations with respect to wages, hours, and all terms and all conditions of employment for these College employees;

**Now therefore**, the College and the Association mutually agree as follows:

## **ARTICLE I RECOGNITION**

1. The Board of Trustees of Hudson County Community College recognizes the Hudson County Community College Professional Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all members of the bargaining unit employed at present and hereinafter employed by the Board, including:
  - A. Full-time faculty including instructors, assistant professors, associate professors and professors;
2. The following positions, classifications, and titles are, however, excluded:
  - A. All managerial, executives, confidential, counselors, skill specialists, supervisors, nonprofessional security and craft employees, all other employees included in any other collective negotiations unit and all other employees employed by the Hudson County Community College.
3. Any other full-time positions with comparable responsibilities to those positions described in Article I A above created during the life of this Agreement will be added to the bargaining unit contingent upon the mutual agreement between the Association, other bargaining units, and the College. Any dispute regarding same may be arbitrated by the Public Employment Relations Commission (PERC).

## ARTICLE II DEFINITIONS

1. The life of this Agreement shall be for the five-year period July 1, 2005 through June 30, 2010.
2. The term "Board" shall mean the Board of Trustees of Hudson County Community College, County of Hudson, State of New Jersey, or its duly designated agent(s).
3. The term "Association" as used in this Agreement shall mean the Professional Association of Hudson County Community College, the recognized sole representative for the negotiation unit.
4. The term "College" as used in this Agreement shall mean Hudson County Community College, of the County of Hudson, State of New Jersey, or its duly designated agent(s).
5. The term "Parties" when used in this Agreement shall mean the College and the Association in its capacity as exclusive sole representative of the employees in the bargaining unit.
6. The term "Unit Member" when used in this Agreement, shall refer to any employees represented by the Association in the negotiating unit as defined above, and references to male employees shall include female employees.
7. The "Contract Administrator" shall be named by the College President to administer the provisions of this Collective Bargaining Agreement on behalf of the College; and the Contract Administrator shall ordinarily be the principal point of contact in matters regarding the interpretation of the Collective Bargaining Agreement on behalf of the College. The College President shall notify the Professional Association when the contract administrator is appointed.

## ARTICLE III MISCELLANEOUS PROVISIONS

### 1. **Non-Discrimination**

- A. The College agrees there shall be no discrimination, and all practices, procedures, and policies of the College shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of Unit Members or in the application or administration of this Agreement as set forth by law.
- B. The College and the Association agree that there shall be no discrimination, interference, restraint or coercion by either party against any employee because of membership in the Association or for refusal to join the Association. The Association further agrees that it shall not unlawfully coerce employees into membership.

### 2. **Personal and Academic Freedom**

- A. The College herein declares its commitment to sustain the principles of academic freedom which are essential to teaching, administering and scholarly activity and which are the basic functions of higher education.
- B. This means for the bargaining Unit Member freedom in research, publication and professional activities where these activities do not interfere with adequate performance of his or her duties.
- C. This means for those bargaining Unit Members who teach, freedom in the classroom to discuss controversial issues relating to the course, with the knowledge that he/she has an obligation to recognize his/her unusual influence on the opinions and values of the students with whom he/she works.
- D. This means retention of all his/her rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, the bargaining Unit Member presents an image to the public by which his profession and the College may be judged. Therefore, he or she must at all times be accurate, show respect for the opinions of others, and must make clear that he or she is not a spokesperson for the institution.

### 3. **Separability**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or government regulations, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law or government regulations. All other provisions or applications shall continue in full force and effect.
- B. Any individual contract or job description between the Board and an individual Unit Member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract or job description contains any language inconsistent with this Agreement, this Agreement shall be controlling.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

1. The Association and its duly authorized campus representatives may use College equipment, including typewriters, word processors, and personal computers, ITV classroom and fax machines or duplicating equipment, calculators, and all types of audiovisual equipment. Such permission shall be granted provided the equipment and facilities are not otherwise in use and when regular College procedures for using such equipment and building facilities have been followed. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and damage to said equipment through use.
2. Any representative of the Association required to participate in negotiations, grievance proceedings, conferences or meetings during work hours shall suffer no loss of pay; however, when possible, such activities shall be conducted outside of regular work hours.
3. The Association may post material concerning Association activities on designated bulletin boards according to reasonable policies, which the College may establish for the posting of any public materials. No information shall be posted on-campus except in these designated spaces. The material shall clearly state that it is posted by the Association and that the Association is solely responsible for its contents and all liability regarding such posting and publication thereof.
4. The Association's duly authorized campus representatives shall have the right to reasonable use of the College's internal mail distribution system for Association communications.
5. The Association shall have the right to purchase office supplies and other materials from the College suppliers at the price paid by the College, provided this practice is in compliance with applicable law.
6. The College agrees to deduct dues for the Association from the wages of an employee covered by this Agreement, pursuant to the existing statute, as amended, provided:
  - A. A current written assignment executed by the employee is submitted to the College. The Association shall be responsible for the execution and submission of the forms to the College.
  - B. The College will deduct the current uniform dues from the pay of the employee(s) commencing ninety (90) days after the date of hire.
  - C. The College shall deduct annual dues in 20 equal payments over 10 months until dues are paid in full for the year. Should an Association member require a refund, it shall be the responsibility of the employee to obtain the appropriate refund directly from the Association.
  - D. If, during the life of this Agreement, there is any change in the rate of membership dues, the Association shall notify the College at least sixty (60) days prior to the effective date of such change.

- E. The College will provide the Association on a semester basis a list of all positions within the unit as well as a list of all newly hired employees whose titles fall within the unit.
  - F. Upon request, the President of the Association or his/her designee shall be provided with access to all Unit Members' schedules from appropriate administrators as soon as practical after the third week of each semester.
  - G. The Association shall certify in writing, signed by the President of the Association and filed with the Contract Administrator, the gross amount of the dues for the ensuing year for a Unit Member; such gross amount being an annual sum in an equal amount for each member of the Association.
  - H. The Association agrees to hold the College harmless and indemnify the College from all loss, including reasonable attorney's fees, from any and all actions or claims growing from or arising because of this deduction, including specifically, any claim by any member or members of the unit or anyone representing such member(s). The Association shall have full responsibility for the funds so withheld and remitted to the Association or any member(s) of the unit concerning any use or expenditure thereof by the Association.
  - I. If a member of the unit has no earnings due, or in the event an amount is due to the Unit Member for any pay period after all other required or authorized withholdings have been taken, said amount being less than the Association dues to be withheld for such period, no deduction for such pay period will be made by the College for such member. No catch-up withholdings will be made in subsequent pay periods.
  - J. Each Unit Member's payroll deduction authorization filed with the Contract Administrator as provided in Section 6A above shall remain in effect during the life of this Agreement unless revoked in writing by the Unit Member. The member may revoke this authorization by providing written notice to the Contract Administrator; and once revoked, the non-member must pay a representation fee in the amount of up to 85 percent of the current annual dues, the exact amount of which will be determined by the Association in accordance with the law.
7. The cost of publication of this Agreement shall be borne equally by the College and Association.

## ARTICLE V

### RIGHTS OF THE BOARD OF TRUSTEES

1. The Board of Trustees on its own behalf and on the behalf of the electors of Hudson County hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the right:
  - A. To maintain executive management and administrative control of the College and its properties and facilities and the professional activities of its employees as related to the conduct of the affairs of the College, except as set forth in this Agreement; and
  - B. To hire all employees and determine their initial rate of pay subject to the provisions of law, to determine their qualifications and conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees; and
  - C. To establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, as deemed necessary or advisable by the Board; and
  - D. To decide upon the means and methods of instruction and the duties, responsibilities, and assignments of instructors and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment, except as set forth in this Agreement; and
  - E. To determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution of the United States and applicable statutes and regulations.
3. No action, statement, agreement, settlement or representation made by any member of the unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto by appropriate Resolution.



**ARTICLE VI**  
**WORK OR BUSINESS INTERRUPTION**

1. No Unit Member, officer or representative of the Association shall call, sanction, approve or engage in any strike or work interruption during the term of this Agreement.
2. The Board and/or its agents will not engage in any lockout during the term of this Agreement.

## ARTICLE VII INITIAL EMPLOYMENT AND SENIORITY

1. **Initial Employment**

Any prospective employee whose position is included in this unit shall receive an initial letter of appointment once an offer to hire has been made.

2. **Retention of Employment**

For the purpose of retention of employment in the event of a reduction in workforce or elimination of course offerings, seniority will be the determining factor for retention within each discipline, field, or respective group as defined by Article I for which the senior person is qualified. The College will follow the procedures outlined in N.J.S.A. 18A:60-3 and N.J.A.C. 9:4-5.6 et. seq. Bumping rights shall not be applicable to employees who are non-renewed.

3. **Recall to Employment**

In the event that an Association member is recalled prior to the date indicated in the procedures for termination of benefits as defined by the State Health Plan and/or other carriers or the law itself, the Association member shall not be considered a new employee for the purposes of benefits provided under this Agreement.

4. **Benefit Level**

All full-time employees of the College covered by this Agreement shall be entitled to the same level of benefits.

5. **Reduction In Force**

In the event of a termination of an Association member due to a fiscal crisis, a natural diminution in the number of students in a program or a reduction in programs, the College will adhere to the time provisions as previously set forth in the New Jersey Administrative Code, Title 9A, Chapter 7, Subchapter 2, Section 7, as outlined below:

The Board of Trustees shall notify each Association member who is to be laid off of such fact 120 days before the date of layoff for layoffs due to fiscal crisis, and 210 days before the date of layoff for layoffs due to a natural diminution in the number of students in a program or a reduction in programs.

6. **Faculty Retraining**

In the event a faculty Association member is terminated due to a Reduction In Force due to a fiscal crisis, a natural diminution in the number of students in a program, or a reduction in programs, the College may, at its discretion, offer individual faculty retraining, subject to the following conditions:

- A. The decision of whether or not to offer any faculty member retraining is an exercise of managerial prerogative and such decision is therefore not subject to the Grievance Procedure of this Agreement.
- B. There will be no payment by the College to the faculty Association member of any salary or benefits during the retraining period other than compensation if the faculty Association member actively works at the College during the period of

training. If the faculty member teaches a full load (15 Credits) during the retraining period, such member shall be paid regular compensations and benefits. If the faculty member teaches less than a full load, such member shall be paid at the adjunct rate per credit taught, with no benefits.

- C. A faculty Association member will not have any bumping rights with respect to any new position for which he or she has been trained under this Faculty Retraining Program.
- D. A faculty Association member who is retrained under this Faculty Retraining Provision does not have an entitlement to the new position for which he or she is being trained unless a position is available when the faculty Association member has completed his or her training for that position.
- E. Retraining must be completed within one year of its commencement.
- F. As part of the Faculty Retraining Program, a faculty Association member may pursue only graduate level credits. A faculty Association member may only pursue up to 18 such credits.
- G. A faculty Association member who is retrained under the Faculty Retraining Program will retain his or her seniority with respect to length of service at the College, however, a faculty Association member who is retrained under the Faculty Retraining Program and who is placed into a new position as a result of such training will not have any seniority with respect to that new position until such seniority is earned according to the faculty member's length of service in that new position.

**ARTICLE VIII**  
**PROBATIONARY AND WORKING TEST PERIOD**

1. All new appointments shall be for a probationary period of ninety (90) days.
2. During the probationary period, employees may be terminated by the College without such termination being subject to the grievance and arbitration provisions set forth in this Agreement.

## ARTICLE IX

### QUALIFICATIONS FOR FACULTY RANK

1. **Faculty Rank**
  - A. **Instructor**

Master's degree or Bachelor's degree plus employment experience exchangeable per year of experience in a related area of expertise. No previous teaching experience is necessary.
  - B. **Assistant Professor**

Master's degree plus 15 graduate credits.\* Minimum of three (3) years' college teaching experience.
  - C. **Associate Professor**

Master's degree plus 30 graduate credits \* or completion of all course work and examinations in an accredited doctoral program and a minimum of 6 years of college teaching experience.
  - D. **Professor**

Completion of an accredited doctoral program with the exception of the dissertation (ABD) or Master's degree plus 45 graduate credits.\* Minimum of nine (9) year's college teaching experience.
2. **Faculty Rank for Culinary Arts**
  - A. **Instructor**

Associate's Degree and/or equivalent industry experience to equal five (5) years.
  - B. **Assistant Professor**

Associate's degree with five (5) years' experience or Bachelor's degree with additional three (3) years' experience in college teaching and/or a specific area of expertise.
  - C. **Associate Professor**

Associate's degree with seven (7) years' experience or Bachelor's degree five (5) years' experience in college teaching and/or a specific area of expertise.
  - D. **Professor**

Associate's degree with nine (9) years' experience or Bachelor's degree with seven (7) years' experience in college teaching and/or a specific area of experience and six (6) years' college teaching experience.

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\* In exceptional circumstances, professional and/or higher education experience may be accepted in lieu of graduate credits. Such experiences may include but are not limited to industry certifications; attendance and/or coordination and/or presentation at substantive professional conferences, seminars or workshops; leadership positions in professional organizations; publications/exhibitions; significant program/course development; significant contribution to the College's strategic planning, policy development, self-study and accreditation processes. The decision to accept or reject such experience and/or education shall be the Academic Vice President's whose decision shall be final and non-grievable.

3. **The Master of Fine Arts.**

The Master of Fine Arts (MFA) is the terminal degree for visual artists. No academic degree other than the MFA or equivalent professional achievement should be regarded as qualification for appointment to professional rank, promotion or tenure. Degrees in education and related fields shall not be required except for faculty appointed specifically to teach courses in education. Similarly, education degrees should not be regarded as constituting appropriate preparation for teaching studio art.

## ARTICLE X

### PROCEDURES FOR PROMOTION

#### 1. Faculty

All members of the academic community seeking promotion shall follow the same procedure described as follows:

- A. A written application for promotion to a higher rank with commensurate salary, together with the appropriate documentation including original official school transcripts must be submitted to the Promotion Committee in care of the appropriate Administrator on or before February 1, by any eligible faculty member (See eligibility requirements in accordance with minimum requirements as set forth in Article IX "Qualifications for Faculty Rank").
- B. The Promotion Committee shall be appointed in accordance with Article XI "Procedures for Selecting Promotion, Tenure, and Sabbatical Committees."
- C. Criteria for promotion shall include, but not be limited to the following:
  - 1. Teaching effectiveness
  - 2. Contributions to the College
  - 3. Scholarly and professional achievement
  - 4. Contributions to the community
  - 5. Written evaluation of the supervisor
  - 6. Endorsement of the Vice President for Academic Affairs
  - 7. Tenured faculty status
- D. The Promotion Committee shall review documents including written recommendations of the supervisors, interview candidates and their supervisor so long as the supervisor is not a member of the Promotion Committee, and make recommendations to the Vice-President for Academic Affairs by March 30. The Academic Vice-President shall forward the Promotion Committee's recommendations, along with his/her recommendation, to the President by April 15. The Promotion Committee will notify each candidate of the results of the evaluation on or before April 15. The candidate shall have seven (7) days to make a written response. In the event that an eligible candidate is not recommended for promotion by the Promotion Committee, said candidate may appeal directly to the President. The President shall make promotion recommendations at the May meeting of the Board of Trustees.
- E. An employee may not be promoted within three (3) years of the effective date of the last promotion.
- F. Promotions granted shall become effective at the beginning of the academic year immediately following the date of approval by the Board of Trustees.
- G. Promotional Increments: The following promotion increments will be added to the base salary of all Association members receiving promotions to the positions

of Assistant Professor, Associate Professor or Professor during the life of this agreement:

- |    |  |          |
|----|--|----------|
| a. | Instructor to Assistant Professor          | \$ 2,500 |
| b. | Assistant Professor to Associate Professor | \$ 3,000 |
| c. | Associate Professor to Professor           | \$ 3,500 |



**ARTICLE XI**  
**PROCEDURES FOR SELECTING PROMOTION,**  
**TENURE, AND SABBATICAL COMMITTEES**

**1. Composition of Committees**

- A. The Promotion Committee will consist of one (1) tenured faculty member from each division of the College, one (1) Deans' Council representative (Chair), and one (1) tenured Unit Member.
- B. The Tenure Committee will consist of one (1) tenured faculty member from each division, one (1) Deans' Council representative, Dean of Student Affairs, Affirmative Action Manager of the College (non-voting), (1) tenured Unit Member and Vice President for Academic Affairs (Chair).
- C. The Sabbatical Committee will consist of one tenured faculty member from each division of the College, one (1) tenured Unit Member, and one (1) Dean's Council representative (Chair).

**2. Identification of Committee Members**

- A. Each division elects one (1) tenured faculty member for each Committee. (All faculty members serving on promotion, tenure, and sabbatical committees must be tenured).
- B. The Deans' Council elects one (1) representative for each committee.
- C. Applicants for tenure, promotion or Sabbatical leave may not serve on the committee evaluating their application.
- D. Service in any academic year must be limited to one (1) committee only.
- E. A representative may not serve for two (2) consecutive years on the same committee.
- F. Unit Members are appointed by the Association President.

## ARTICLE XII FACULTY RESPONSIBILITIES

1. **Academic Year**

The College shall establish an academic year for faculty members consisting of thirty (30) weeks divided into two (2) fifteen-15 week semesters each, which shall include the time allocated for final examinations. The fall semester shall end no later than the twenty third of December. The period between the fall semester and the spring or second semester is designated as "semester break" for all faculty members, and they are not required to perform any teaching duties during said period.

2. **Academic Calendar**

The Vice President for Academic Affairs or his/her designee will forward a copy of the academic calendar to the Association President for his/her comments at least five (5) business days before the calendar becomes official.

3. **Normal Teaching Load**

The normal teaching load for each full-time faculty member shall be fifteen (15) contact hours per semester with a maximum of thirty (30) contact hours per academic year. A contact hour is equivalent to fifty (50) minutes of instruction, lecture, or lab. Beginning Summer 2002, all class shall start on the hour.

4. **Office Hours**

A faculty member shall maintain one (1) hour per week for each five (5) hours of instruction assigned, including overload courses, for student consultation and advisement. All hours of advisement in excess of three hours per week shall be by appointment only. The faculty member who teaches in the evening shall accommodate evening students with office hours in the evening.

5. **Advisement**

The faculty Association members agree to undertake advisement of students. Regular Association members will advise program-ready students. ESL faculty Association members who do not teach program-ready students will be assigned students in Level III through V for advisement. The parameters of the advisement program are as set forth below:

- A. A faculty Association member shall provide advisement for 25 full-time students per semester. Advisement includes, but it is not limited to, assisting students in selecting and registering for courses, changing schedules, updating curriculum sheets, completing graduation audits, and accessing academic and student support services such as tutoring and personal and career counseling. Advisors are required to meet at least twice with each student per semester, with each faculty member setting aside one day per semester to guarantee availability for pre-registration advisement activities.
- B. As far as possible, faculty Association members will be assigned students from within their divisions and/or programs.
- C. Faculty Association members will not be held responsible for the decisions made by students after advisement has occurred and the College will indemnify faculty

Association members for any action filed against Association members involving the performance of their advisement duties, so long as the faculty Association member is performing his/her job in a reasonable manner in accordance with the goals, objectives and policies of the College.

D. A student, once assigned, shall remain an advisee of a faculty Association member until one of the following occurs:

1. Graduation of the student
2. Withdrawal of the student
3. Completion of a program of study by the student
4. Loss of full-time status by the student
5. Request for a different advisor by the student
6. Request for a different advisor for the student by the student's current advisor

When a student is no longer advised by a faculty Association member for any of the reasons indicated above in 1 through 6, the coordinator shall identify and assign another student to the Association member.

E. Full-time faculty Association members who elect to provide advisement for additional students shall be compensated at the rate of one credit overload per semester for each additional case load of 25 students.

6. **College Service Days**

Faculty Association members will be responsible for one College Service Day during the Fall semester and one College Service Day during the Spring semester, for a total of two College Service days during the academic year. The College will schedule the Fall/Spring College Service days as close as possible to the Faculty Orientation meeting making every effort to merge the two.

7. **Registration Duties**

Faculty Association members will be responsible for one day of Registration Duty during the Fall semester and one day of Registration Duty during the Spring semester, for a total of two days of Registration Duty during the academic year.

8. **Culinary Arts Institute**

The Culinary Arts Institute work week and work year shall continue as currently established, for example, Culinary Arts faculty teach twenty-six (26) hours per week, 120 days per year maximum. If, as a result of the proposed reorganization of the Institute, the College elects to change the terms and conditions related to workload, the Parties shall reopen negotiations to bargain the impact of the change.

## ARTICLE XIII ACADEMIC MATTERS

### 1. **Scheduling of Courses and Overload**

- A. Whenever possible, the assignment of courses and sections shall be determined by the mutual agreement of the faculty member and the division Dean or Program Director. If there is no mutual agreement, whenever possible, preference in the selection of courses and sections shall be assigned on a semester rotation basis among the qualified members in that division.
- B. Full-time faculty shall have the right of first refusal for six (6) contact hours of overload per semester including summer positions in their academic area/division.
- C. Overload assignments are voluntary.

### 2. **Teaching Hours and Teaching Load**

- A. Teaching schedules shall be arranged to provide a minimum of one preparation day per week.
- B. Whenever possible, teaching schedules shall be arranged so that the elapsed time between the beginning of the first class and the end of the last class shall not exceed eight (8) hours in any one day, unless greater elapsed time is agreed to by the affected faculty member.
- C. Overloads shall not be subject to the time restrictions outlined in Section 2(B) above.
- D. As part of his/her normal teaching responsibility, a full-time faculty member shall be given no more than three (3) catalog number preparations per semester.
- E. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course with the approval of the division Dean, Program Director and/or the Vice President for Academic Affairs.
- F. Faculty schedules will be arranged, wherever possible, to allow faculty members to attend classes, for professional development purposes, at other institutions of higher education and/or to facilitate course preparation.
- G. A faculty member not scheduled for classes or other duties specified in this Agreement shall not be required to be present at the College.

### 3. **Class Size**

The College will make every effort to adhere to the established class size maximums as established by the College and will not exceed the number of stations in any particular laboratory. The faculty member has the final say whether to accept students above the limits.

### 4. **Additional Faculty Assignments**

- A. Whether proposed by faculty or the Administration, additional faculty assignments such as preparing grant or aid requests, developing new programs or materials, preparing program accreditation documents or advising extracurricular clubs or activities, if outside of the scope of their job description, shall be compensated in a manner agreed upon by both Parties (e.g. release time or overload at the College's

prevailing overload rate). Acceptance or rejection of said assignment shall be made at the sole discretion of the faculty member.

- B. When such opportunities for extra compensation other than teaching are available, notice of such opportunities shall be circulated by the appropriate Administrator to the Association President and the Academic Affairs Council President as soon as the information is available and before the position is filled.
- C. The hourly rate for substitution will be at the prevailing overload rate with the exception of substitution for non-credit courses which will be at the non-credit hourly rate.
- D. Program, Subject, and Area Coordinators shall have the option of selecting 5 credits of overload or 3 credits of released time as compensation for their coordination duties per semester and 3 credits of overload for Summer coordination.
- E. The process for appointment or selection of program and area coordinators shall be determined by the faculty members and administrators of each division in consultation with the Vice President for Academic Affairs.
- F. Responsibilities and compensation e.g. release time, overload, etc. for coordinator positions not specified in this Article shall be determined by mutual agreement of the coordinator and the Administration.
- G. Scoring of all writing samples for the purpose of student placement shall be done by a scoring committee composed of three (3) members of the English faculty. The per semester compensation for each member of said committee shall be five (5) contact hours. A committee coordinator shall be compensated one (1) contact hour per semester at the same rate. During summer session each member shall receive two (2) additional contact hours. The summer session coordinator shall receive one (1) additional contact hour. The rate of compensation will be not less than the College's prevailing overload rate.
- H. Externships:
  - 1. Programs (other than Culinary Arts)
    - Responsibilities to include placement, at least one site visit per student per semester, and weekly seminars.
    - 1 Credit for the first student
    - .5 credit for every additional student
    - No more than 10 students unless agreed upon by the externship supervisor and the College.
  - 2. Culinary Arts
    - Responsibilities to include assisting with student placement, making at least one site visit per student per semester, and convening at least two one-hour group seminars per semester.
    - 3 credits per group of 20 students per semester (calculated at 2.25 hours per student per semester)

I. Independent Study:

Responsibilities to include weekly class meetings at a convenient time(s) for student(s) and faculty. Course requirements (e.g., content, evaluation) must be equal to that of regular classes.

- Limit of three students in a particular discipline
- Must meet with students a minimum of 50 percent time (e.g., 4 contact hour course must meet at least 2 hours per week for 2 credits compensation; 3 contact hour course 1.5 hours/1.5 hours compensation)
- Compensation tied to contact hours

Responsibilities and compensation follow similar pattern for independent studies in separate disciplines.

5. **Course Materials**

- A. All texts and other teaching materials shall be selected each semester by the full-time faculty members teaching the same course. The full-time faculty in the academic discipline shall jointly assign the texts to be used by the part-time faculty in that discipline. The texts and other teaching material are subject to approval each semester of the appropriate division dean or program director. Alternate textbooks may be used with the approval of the division dean/program director in consultation with the area coordinator.
- B. All texts shall be reviewed each semester by the appropriate full time faculty.
- C. The texts must be selected sixty (60) days before the end of the semester preceding the classes in which they shall be used.
- D. Selection of texts shall be made with due regard to the financial cost to the student.

6. **Change in Location of Class**

Faculty members may request a change in the location of a class. Such request shall be directed to the Registrar. This will not preclude conferring with the division dean or program director.

7. **Unstaffed Classes**

No class shall remain unstaffed for more than three (3) contact hours. The College shall provide a permanent or temporary instructor to cover such a class.

8. **Grading**

No final course grade assigned by a faculty member to one of his/her students may be changed without his/her written consent.

9. **Due Date for Final Grades**

Final grades are due to the Registrar three (3) working days from the end of final examinations.

10. **Multiple Location**

The College will make every reasonable effort to schedule faculty members' classes each day so as to avoid back and forth movement between college buildings.

**11. Repairs, Alterations, and Regular Maintenance**

Except in an emergency, repairs, alterations, and regular maintenance shall not interfere with classroom instruction.

**12. Payment Schedule**

All ten-month Unit Members shall have the option of receiving their annual salary in a ten- or twelve-month period. Once a Unit Member has selected either option, this option may not be changed until the beginning of the next academic year.

**13. Caps and Gowns**

The College shall purchase a cap, gown and hood for tenured full-time faculty members. The member shall be required to attend commencement.

## ARTICLE XIV COMPENSATION

### 1. Wages

- A The College will raise the starting salary for a Unit Member to thirty six thousand dollars (\$36,000). Any current Unit Member whose salary is not at \$36,000 shall have his/her salary brought up to \$36,000 and shall receive a 2.0 percentage increase in salary for year one of the CBA. This increase is retroactive to July 1, 2005 only for those Unit Members who were employed by the College as of July 1, 2005. Starting salary will remain at \$36,000 in every year of the CBA.
- B Any current Unit Member whose salary is above \$36,000 shall receive a 4.25 percentage increase in salary for year one of the CBA. This increase is retroactive to July 1, 2005 only for those Unit Members who were employed by the College as of July 1, 2005.
- C The College will increase the Overload Rate by 4.25 percent for year one of this Agreement.
- D 4.25 percentage salary increase for year two of the CBA to all Unit Members. The College will increase the Overload Rate by 4.25 percent for year two of this Agreement.
- E 4.25 percentage salary increase for year three of the CBA to all Unit Members. The College will increase the Overload Rate by 4.25 percent for year three of this Agreement.
- F 4.25 percentage salary increase for year four of the CBA to all Unit Members. The College will increase the Overload Rate by 4.25 percent for year four of this Agreement.
- G 4.25 percentage salary increase for year five of the CBA to all Unit Members. The College will increase the Overload Rate by 4.25 percent for year five of this Agreement.

### 2. Longevity

End of five (5) years of service	\$ 250.00
End of ten (10) years of service	\$ 500.00
End of fifteen (15) years of service	\$ 750.00
End of twenty (20) years of service	\$ 1000.00

Longevity increment will not be included in the base salary but will be paid once each year on or about July 1<sup>st</sup>.

### 3. Salary Statement:

By August 15 of each year, the College will send each unit member a letter stating his/her annual salary.



## ARTICLE XV HOLIDAYS

1. Faculty Association members shall have the following holidays:
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving Day
  - Christmas Eve
  - Christmas Day
  - One Week between Christmas and New Year's Day
  - New Year's Day
  - Day after New Year's Day
  - Martin L. King, Jr.'s Birthday
  - Presidents' Day
  - Good Friday
  - Memorial Day
2. An employee on unpaid leave of absence shall not be entitled to pay for a holiday during such leave.
3. Association members shall receive a day off work on either the day before or the day after a holiday when the holiday falls on a weekend.
4. A one week or seven consecutive days spring break will occur at midterm every year.
5. The College will provide Faculty with an academic calendar two years (2) prior to the academic year. The College shall have the right to modify the calendar as necessary.

**ARTICLE XVI**  
**MERIT RECOGNITION**

1. The College President will have a fund available from which to recognize employees for meritorious service.
2. A task force will be formed to develop written criteria for eligibility during the first year of this Agreement.

## ARTICLE XVII INSURANCE

1. The College shall participate in the New Jersey State Health Benefit Program and its Prescription Drug Program with their applicable premiums and co-pay amounts. The current co-pays are five dollars (\$ 5.00) for name brand and one dollar (\$ 1.00) for generic. Those co-pay amounts, however, are not binding on HCCC in any way as to future co-pay amounts implemented by the State Benefit Program and for which the faculty member will be responsible.
2. The existing Dental Insurance benefits shall remain in effect for the life of this agreement. The current carrier is Delta Dental Plan. The College reserves the right to change, without negotiations, the manner in which or the service provider through which, the aforementioned benefits are provided as long as such benefits are equivalent to those now, or in the future, provided. The dental benefits provided by the College to all Unit Members are increased to a maximum of \$1,500.
3. The existing vision care plan provided shall remain in effect during the life of this Agreement.
4. The existing short term disability plan shall remain in effect during the life of this agreement.
5. The College reserves the right to change, without negotiation, the manner in which or the service provider through which the aforementioned benefits are provided, as long as such benefits are equivalent to those now, or in the future, provided.

## ARTICLE XVIII LEAVES OF ABSENCE

### 1. Sick Leave/Personal Illness

#### A. Purpose and Use of Sick Leave/Personal Illness

Sick leave shall be defined as a required absence from work due to a personal illness, accident, or exposure to contagious disease and/or illness of a member of the employee's immediate family.

1. The immediate family shall be defined as spouse, children, parents, foster parents, siblings, grandparents, grandchildren, step-parents, step-children, in-laws, domestic partner, or other person who occupies such position within the family.
2. The College shall provide an opportunity for an employee with personal illness/disability to request approved time away from work to seek resolution of the problem and/or recuperate so that he may return to full productivity.
3. Sick leave may be utilized only to the extent that it is actually accrued. With the approval of the President or his designee, a member of this unit with less than one (1) year of service may be advanced the use of up to ten (10) sick days bridging the Unit Member to eligibility for short term disability in prolonged periods of illness.
4. For all faculty with ten (10) years of service, the College will pay fifty percent (50%) of the faculty member's current per diem base salary rate for all accrued but unused sick days up to a maximum of fifteen (\$15,000) thousand dollars at the time of separation. The Human Resources Department shall inform Unit Members on or before July 1 of each year of the number of sick leave days accumulated to his credit.

#### B. Rate of Accrual

Sick leave shall be earned at the rate of 1.25 days per full calendar month worked with no accrual limit, said days being credited on the twenty-fifth day of the month.

#### C. Medical Certification

A certificate from an employee's doctor or practitioner may be requested, at the discretion of the principal administrator of the Human Resources Department, to verify an illness or to ensure that the employee has sufficiently recovered to return to work. The College reserves the right to designate and seek the advice of a doctor of its own choosing to verify the same. In the event that the College exercises this right, it shall pay for the designated consultation.

### 2. Personal Leave

Effective July 1 of each year, full-time employees within this unit shall be eligible for three (3) paid personal days per year. Personal days for employees with less than one (1) full fiscal year of service shall be prorated. Personal days are non-cumulative and must be taken in the year granted. Separating employees shall not be compensated for days not

taken. Ordinarily, requests for personal days should be scheduled with the immediate supervisor; however, in emergency situations, requests may be granted without prior scheduling at the discretion of the immediate supervisor. Personal leave may be scheduled in units of one-half day, and may be taken in conjunction with other paid leave.

**3. Bereavement Leave**

An employee covered by this Agreement shall be granted paid time off up to five (5) working days for the death of a member of the immediate family or person domiciled in the residence of the Unit Member for the purpose of attending the funeral and/or attending to personal business directly related to the bereavement. The "immediate family" shall be defined as spouse, children, parents, foster parents, siblings, grandparents, grandchildren, step-parents, step-children, in-laws, domestic partners or other person who occupies such position within the family. The employee shall not be entitled to bereavement leave if, at the time of death in the family, the employee is on leave or otherwise absent from work under any other provision of this Agreement, except for vacation.

**4. Jury Duty**

A member of the unit who is summoned to court to perform jury duty, or who is subpoenaed to appear in matters in which he has no personal or pecuniary interest shall suffer no loss of salary/wages thereby, provided that the employee remits to the College any sums of money received in compensation in excess of what the College administration determines are reasonable expenses for such duty or attendance; and further provided that notice is given to the immediate supervisor of the dates of absence upon receipt of a summons or subpoena. A subpoenaed member of the bargaining unit shall attempt to arrange the court appearance to interfere minimally with regularly assigned duties.

**5. Sabbatical Leave**

Sabbatical leaves shall be recommended by the President of the College to the Board, subject to the following conditions:

- A. To be eligible, a Unit Member must have served at least six (6) consecutive years as a full-time employee.
- B. Criteria for Sabbatical Leave shall include, but not limited to:
  - 1. A letter which addresses, but is not limited to, the following: Teaching effectiveness, contributions to the College, scholarly and professional achievements, and contributions to the community, as well as the purpose of the sabbatical.
  - 2. Written recommendation of the supervisor.
  - 3. Endorsement of the Vice President for Academic Affairs
- C. Applications shall be made to the Sabbatical Leave Committee by way of the area Dean or Vice President for Academic Affairs by February 15.

- D. The Sabbatical Leave Committee shall make its recommendations in rank order to the area Dean or the Vice President for Academic Affairs for submission to the President prior to April 1.
- E. The leave is established to furnish opportunity for professional development through study, travel, scholarly activity or other pursuits as may contribute to professional growth;
- F. Compensation during the leave shall be full salary for one (1) semester or one-half (1/2) salary for two (2) semesters .
- G. The recipient retains all rights and privileges and benefits of regular employment including all insurance and pension benefits without exception during the period of said leave to the extent allowable by the applicable law or terms of the controlling insurance policy.
- H. The recipient may accept a grant, a fellowship or similar moneys usually identified with graduate or post-doctoral study;
- I. At the conclusion of the sabbatical leave, the Unit Member shall be placed at the same position on the salary schedule on which he/she would have been placed had he/she worked at the College during that period.
- J. Upon return from such leave, the Unit Member shall prepare a written report explaining the purposes, content, and outcome of the sabbatical leave. This report shall be presented to the President or his/her designee, the Vice President or area Dean, and the Board of Trustees. At the discretion of the Chair of the Board of Trustees, faculty members returning from sabbatical leave may also be required to make an oral presentation to the Board of Trustees.
- K. Acceptance of sabbatical leave obligates the recipient to return to the College for at least one (1) year, except as referenced in Item 1. Failure to do so shall obligate the employee to reimburse the College for salary and benefits paid during the leave.
- L. A maximum of three (3) Unit Members of the Association may be on Sabbatical Leave in any one academic year at the discretion of the President.
- M. A Unit Member must wait at least six (6) consecutive years after taking sabbatical leave before he or she is eligible for another sabbatical leave;
- N. Terminal Sabbatical  
A Unit Member who has been employed by the College for ten (10) or more consecutive years may apply for terminal sabbatical at any time. Terminal sabbatical may be granted at one-half (1/2) pay for two (2) years plus full benefits. Application must be made to the appropriate Dean or Vice President, who will make his/her recommendation to the President. The President will make his or her recommendation to the Board of Trustees, and the decision of the Board shall be binding and not subject to arbitration. Employment of the Unit Member will be terminated at the end of said leave.

**6. Leave of Absence Without Pay**

- A. Any Unit Member may apply for a leave of absence without pay.

1. An approved extraordinary leave of absence without pay may be granted to a member of the Unit for a period not to exceed one (1) year. Request for such leave shall be made in writing to the appropriate Dean or Vice President who will make his/her recommendation to the President. If the leave is denied by either the appropriate Dean/Vice President or the President, the denial may be appealed to the Board at its next regularly scheduled meeting. The decision of the Board shall be final and not subject to the grievance and arbitration provision of this Agreement.
  2. In extenuating circumstances, a leave of absence in excess of one (1) year may be granted by the Board of Trustees upon the recommendation of the President. The decision of the Board shall be binding and shall not be subject to review, grievance, or arbitration.
  3. The terms and conditions of the leave shall be made in writing and signed by the Unit Member and College President and his or her designee.
  4. During the period of such unpaid leave, all health benefits shall remain in effect to the extent permitted by the terms of the policy provided that the Unit Member pays the required premium.
- B. A Unit Member may apply for a work-related leave of absence, as follows:
1. **Advanced Study**  
A leave of absence of up to one (1) year may be granted by the Board of Trustees to any Unit Member upon application for the purpose of advanced study. The Board in its sole discretion may extend such leave up to one (1) additional year.
  2. **Exchange Teaching**  
A leave of absence of up to one (1) year may be granted to any Unit Member by the Board of Trustees upon application for the purpose of participating in exchange teaching programs in other states, territories, or countries or in a cultural program related to his/her professional responsibilities. The Board in its sole discretion may extend such leave up to one (1) additional year.
  3. **Service in Professional Organizations**  
An unpaid leave of absence of up to one (1) year may be granted to any Unit Member by the Board upon application for the purpose of serving as an officer of any professional association or on its staff. The Board may extend such leave up to one (1) year in its sole discretion.
7. **Military and National Service Leave**  
A member of this unit who leaves his or her position for extended compulsory active duty in the military service of the United States during a state of war or national emergency, or for periods of required military training, shall be granted a military leave without pay for the duration of his or her commitment in accordance with the terms of applicable laws.
- A. **Reinstatement of Returning Veteran**

A returning veteran shall be entitled to return to his or her original position or another position for which the College considers him or her qualified at the first available opportunity. A returning veteran will be reinstated at the same rate of pay he or she would have received had employment been uninterrupted. Military service shall not be considered a break of service and shall be counted toward seniority at the College. If an employee has not completed any required probationary period at the time of being called into active service, such employee shall be required to complete it upon return.

B. National Guard Duty

A regular employee who is a member of a reserve component of the armed forces of the United States shall be entitled to a leave with pay for the obligatory annual active duty training period, not to exceed fifteen (15) days. A minimum of two weeks' notice must be given to the supervisor and copy of the official governmental orders authorizing the military training to be forwarded to the Department of Human Resources.

9. **Family and Medical Leave Provisions**

Unit Members who have been employed by the College for at least one year may apply for a twelve- (12-) week unpaid family leave of absence. Eligible employees are entitled twelve- (12-) work weeks of unpaid job protection leave during any twelve- (12-) month period to attend to needs of immediate family members as defined under the Sick Leave section of this Article. The Unit Member may be required to provide advance leave notice and medical certification. Taking of leave may be denied if conditions are not met.



## ARTICLE XIX

### STAFF DEVELOPMENT

#### 1. **Commitment to Staff Development**

The Association and Administration acknowledge the importance of staff development and encourage Unit Members to participate fully in available staff development activities. The College will provide its full-time employees with the opportunity to pursue professional growth.

##### A. **Conference and Travel**

Members of the Association shall have the right to apply for attendance at job-related professional association annual conferences, workshops, seminars or other training conferences, subject to prior approval. When the College requires such attendance, the College shall pay all expenses.

1. Meal allowances will be reimbursed up to an average of but not to exceed \$40.00 per diem (including gratuities). Receipts will be required for all reimbursed expenses. Meals included in registration fees shall be deducted from the per diem amount.
2. Receipts will be required for all reimbursed expenses. The College will not pre-pay hotel accommodations.

##### B. **Tuition Waiver**

1. Full-time employees, their spouses and dependents may take credit courses at the College tuition free, provided space is available in the class requested. Tuition and 25% of all fees for culinary arts courses will be waived provided the student completes the course and receive a grade of "C" or better. If a student does not receive a grade of "C" or better, the student is responsible for all tuition and costs of that course.

##### C. **Tuition Reimbursement**

1. Full-time employees may receive a refund of tuition, inclusive of fees, of a maximum of \$6,000.00 for courses taken during any fiscal year, subject to fund availability.
2. Course(s) may be part of an accredited undergraduate or graduate degree program or selected course(s) in the employee's current related discipline or job-related areas.
3. An applicant must secure the supervisor's approval and budget authorization prior to enrolling in courses to ensure that work contemplated will qualify for reimbursement and that funds are committed. A completed tuition reimbursement form must be submitted to the Human Resources Department prior to registering for class.
4. A request to be reimbursed must be submitted not more ninety (90) days after completion of the course(s) together with employee's proof of payment and a grade report. Applicant shall earn a grade of "C" or better for reimbursement.

- D. Mileage Allowance
1. Association members required to use personal vehicles for authorized College business shall be reimbursed at the applicable IRS rate. Any request for reimbursement must be accompanied by either valid receipts or a log verifying destination and mileage, submitted on a College-provided form.
  2. Any expenses incurred by a Unit Member for necessary parking and tolls in connection with performing authorized College business will be reimbursable and must be submitted with appropriate receipts attached.
- E. New full-time faculty members are required to participate in the Faculty Advisor Training Workshop Series during their initial semester of employment. Additionally, new full-time faculty members are required to participate in the Faculty Development Seminar by the conclusion of their second year of employment. Both professional development opportunities are designed to prepare new faculty to fulfill their advisement and instructional responsibilities.

## ARTICLE XX EVALUATIONS

**1. Faculty-General Provisions**

Evaluation of faculty shall provide for a systematic and regular review and shall be used for the purpose of faculty development and improvement of instruction and as an aid in determining whether a faculty member shall be retained and/or promoted. Reference may be made to contents of previous documented evaluations. Effective teaching is a most important element, but other factors, such as professional growth and development, relevant institution and community service as well as service within the discipline, scholarly achievement, administrative effectiveness, and relevant contributions to professional organizations shall also be considered as part of the evaluation process.

**2. Tenured Faculty.**

A comprehensive evaluation of all tenured faculty shall be conducted every three years. The comprehensive evaluation shall consist of a self-evaluatory narrative, student evaluations, a class observation report by the immediate supervisor, and written evaluations by the immediate supervisor and the Vice President for Academic Affairs.

**3. Evaluation of Non-Tenured Faculty**

A comprehensive evaluation of all non-tenured faculty shall be conducted each year in accordance with the tenure procedure adopted by the Board of Trustees which may include the following elements:

- A. Class observations by the appropriate Coordinator, Division Head, Dean, or Director shall be conducted between the fifth and twelfth week of the semester. The faculty member shall be notified of said observation at least two weeks in advance. A copy of the observation report shall be given to the faculty member involved within one month of the observation, and s/he shall have an opportunity to comment upon said report. The observation report and the comments shall be part of the evaluation file. No more than two (2) observations shall be required annually. If desirable, additional observations may be arranged between observer and faculty member by mutual agreement.
- B. Class observations by a peer of the faculty member may be conducted. A peer is defined as a faculty member who has two (2) years' teaching experience at the College and, if possible, has previously taught the same or a similar course. The peer observer shall be agreeable to the faculty member being observed and his or her supervisor. A copy of this observation report shall be given to the faculty member involved who shall have an opportunity to comment upon said report. The observation report and the comments shall be a part of the evaluation file.
- C. Student evaluations of every non-tenured faculty member shall be conducted at least once per year. The student evaluation shall be conducted in each section taught by the faculty member and shall take place between the fifth

and the eleventh week of instruction. The College shall select an appropriate Administrator to be responsible for distributing and collecting the evaluation forms completed by students. The President shall select an appropriate Dean to summarize the results of the student evaluation forms and forward a copy of these results to the faculty member for his/her comments. The actual forms shall be made available to the faculty member at the appropriate division office upon submission of final grades. The summary of comments shall be made a part of the evaluation file. Faculty members shall have the right to examine the evaluation forms completed by the students after grades have been submitted to the College. These evaluations shall be kept secure and not be subjected to scrutiny by anyone other than the appropriate administrators.

## ARTICLE XXI DISCIPLINE

### 1. **Standards of Behavior**

Every employee is expected to perform his duties with the highest degree of professionalism and ethics and to that end, each supervisor must be certain that employees are aware of the following:

- Expectations of the job.
- Necessary information to perform the job.
- Appropriate responsibility and/or authority to perform the job.

### 2. **Progressive Discipline**

In the event that an employee's work performance causes any need for concern, the following procedure for progressive discipline will be followed:

#### A. Coaching – first occurrence

The supervisor should offer coaching (proactive criticism) at the first sign of an improvement opportunity and a developing problem. When coaching an employee, the basic "rules" of coaching will be observed.

1. Know what is going on, that is, to investigate thoroughly and identify the pattern.
2. Set the stage - always coach in private in a neutral setting.
3. Ask and listen - does the employee know what is expected, is it fair and reasonable, and/or does the employee know the consequences.
4. Reach agreement – identify that a problem exists; agree on solutions to the problem.
5. Review - schedule a follow-up meeting on a specific day; keep records.

#### B. Counseling – second occurrence

The supervisor should provide counseling for employees when a performance problem continues after coaching has taken place. When counseling, the following should be observed:

1. Review supervisory file, College policy, and procedure.
2. Set the tone - which should be professional; the session should be conducted in the supervisor's office.
3. Discuss performance improvement plan and together develop a written improvement plan.
4. Document the improvement plan, listing all options.
5. Follow-up date should be set as well as stating positive and negative consequences.

C. Disciplinary Action – 3<sup>rd</sup> occurrence

Should a formal disciplinary action become necessary, the College shall follow the formal Disciplinary Action procedures as outlined below:

1. First offense - *verbal warning*. The employee will be counseled by the supervisor and advised that this is the first step in the progressive discipline procedure.
2. Second offense - *written warning* - this warning will list chronologically details concerning the events which will be described specifically. It will refer to verbal warning(s), stating the dates of these, and will clearly set standards for improvement. It will also contain a deadline and will list consequences.
3. Third offense - *disciplinary suspension or wage/salary reduction* - the employee may be given a suspension for a third violation that occurs within a period of twelve (12) months from the date of the most recent written reprimand or if the seriousness of the violation warrants more than a written reprimand. A suspension may be for no less than one (1) working day and no more than ten (10) working days, depending on the seriousness of the violation. The supervisor shall write a recommendation for suspension which includes a history of all past violations and a history of the supervisory efforts to correct the problem. A detailed documentation of the facts related to the violations shall be attached. Copies of the recommendation for suspension shall be confidentially transmitted to the employee, the Director of Human Resources, and the area Dean/Vice President and the HCCC Professional Association. The Dean/Vice President will approve/disapprove the recommendation for suspension.
4. Fourth Offense - *termination* - In the event efforts to correct negative performance fail, the final disciplinary action shall be termination from employment. When a supervisor believes termination is appropriate, he/she shall confer with the area Dean or Vice President and the Director of Human Resources. Complete documentation of the case shall be prepared by the supervisor(s). A conference with the employee and all appropriate individuals shall be initiated by the Director of Human Resources to present the facts of the case and Recommendation for Termination to the Personnel Committee of the College Board of Trustees. The employee shall be provided the opportunity to respond and shall be provided with such other due process as may be appropriate.

Accelerated Corrective Discipline: Depending on the gravity of the offense, the disciplinary process may be accelerated to any advanced step.

3. **Just Cause Provision**

No member shall be disciplined, reprimanded, reduced in rank or compensation, discharged or suspended without just cause. Any such action asserted by the College or any representative thereof shall be subject to the grievance procedure herein set forth. The College will make every effort to notify the Unit Member prior to the filing of any

formal charges against him. This provision shall not apply in the case of non-renewal. In the event that notification is by mail, notification shall be complete upon the College's obtaining an official Post Office stamped receipt.

**4. Required Hearing**

Prior written notice shall be given when an employee is required to appear at a hearing concerning any matter which could adversely affect his position, salary or benefits. This notice will include the reasons for the meeting or interview. The employee is entitled to the presence of a representative of the Association during such meetings.

**5. Procedure**

Progressive discipline procedure shall be used whenever possible.

**6. Immediate Suspensions**

When the presence of the Unit Member is determined to be dangerous to the welfare of the employees or detrimental to the interest of the College, the appropriate Dean or Vice President or his or her designee may suspend the offender immediately, pending investigation, formal charges, and subsequent hearing. Serious breaches of discipline may require immediate suspension or dismissal rather than counseling, warning, or written reprimand.

**7. Reinstatement**

An employee suspended or terminated under any of the terms outlined above has the right to file a grievance pursuant to Article XXII of this Agreement. Should the grieving employee prevail in the determination of such grievance, the employee will be reinstated in the employ of the College, with retroactive pay and benefits in full.

**8. Notice to the Association**

The Association will be notified of all formal disciplinary actions as soon as possible after the action, but no later than 24 hours after the occurrence.

## ARTICLE XXII GRIEVANCE PROCEDURE

### 1. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The Parties agree that this procedure will be kept as informal as may be appropriate.

### 2. Definitions

- A. **Grievance** shall be defined as an allegation by an employee that he/she has been adversely affected by a violation or misinterpretation of the specific provisions of his/her individual employment contract or this collective bargaining Agreement or as an allegation by the Association that it has been adversely affected by a violation or misinterpretation of the specific provisions of the Association Rights Article of this collective bargaining Agreement. Unit Members given three (3) days' suspension, three (3) times within a twelve (12) month period may go to binding arbitration.
- B. **Contractual Grievance** shall be defined as a dispute which may arise between the Parties concerning the application, meaning, or interpretation of an express provision of this Agreement. Evaluation and non-reappointment are not grievable beyond the Board of Trustees.
- C. **Non-Contractual Grievance** shall be defined as a misapplication, misinterpretation, or violation of a policy or administrative decision, evaluation, tenure, non-renewal or disciplinary matters of three- (3-) day suspension or less including counseling, warnings, reprimands. Exceptions: suspension of three (3) days for the third time within one fiscal year may go to binding arbitration.
- D. The **Immediate Supervisor** is the supervisor having immediate jurisdiction over the Grievant or the administrator designated by the College to adjust the grievance.
- E. A **Grievant** is an individual member of the unit who is seeking redress of an alleged grievance, or the Association acting on behalf of an employee.

### 3. Procedures

The following constitutes the sole and exclusive method for resolving grievances between the Parties covered by this Agreement:

- A. **Step 1 (Informal)** A personal grievance shall be raised by the Grievant requesting an informal conference with the grievant's immediate supervisor, as soon as possible but no more than thirty (30) working days after the occurrence of the incident or thirty (30) working days after he or she would reasonably be expected to know of its occurrence. The immediate supervisor shall listen to and consider the allegation and may take appropriate steps to address it. If the Grievant is dissatisfied with the results of this conference, he or she shall, within five (5) working days of the conference so inform the immediate supervisor of this dissatisfaction and file a written grievance on College-prepared forms with the contract Administrator designated by the College. Receipt of the completed form



by the Contract Administrator within ten (10) working days of the conference with the immediate supervisor shall constitute fulfillment of the requirements of Step 1 and shall constitute a request for Step 2.

The Grievant may be represented at any time by an Association representative.

- B. **Step 2** Upon receipt of the completed grievance complaint form, the appropriate Dean or Vice President shall arrange for an interview of the Grievant by the Dean or Vice President or his or her designee to be held within ten (10) working days of the filing of the grievance complaint form. At the interview, it will be determined if the appropriate steps taken to address the problem have been taken. If it is determined by the Dean or Vice President that the complaint is justified, or on the other hand, if the Dean or Vice President finds that the grievance is unfounded or unwarranted, he or she shall so inform the grieving Unit Member in writing.

This decision shall be made in writing to the Grievant within ten (10) working days after the interview conducted by the Dean/Vice President or his or her designee with the Unit Member.

- C. **Step 3** The Grievant may appeal the decision of the Dean or Vice President to the President if the Grievant determines that the grievance has not been appropriately resolved. The appeal must be made in writing within ten (10) working days of the receipt of the Dean/Vice President's response. The President will make a written response to the Grievant within fifteen (15) working days of the receipt of the appeal.
- D. **Step 4** If the Grievant determines that the President's response to the appeal is not satisfactory, the Grievant may appeal in writing to the Board of Trustees within ten (10) working days of the receipt of the President's response. Such appeal shall be communicated to the Board through its secretary. The Board, at its sole discretion, may elect to review or not to review the grievance. If it elects to review the grievance, it may, in its discretion, review the same solely on the basis of the record of the prior proceedings of the grievance. The decision of the Board of Trustees in all matters relating to the grievance shall constitute completion of the grievance procedure. The Board will notify the Grievant of its decision within ninety (90) calendar days of having received grievance or appeal from grievant. The Board and Grievant may, at their individual discretion and expense, have the right to legal counsel.
- E. **Step 5** In the event that the grievance has not been satisfactorily resolved at Step 4, the Association and only the Association, may submit the matter to binding arbitration in accordance with the procedures of the Public Employment Relations Commission (PERC) on the following conditions.

4. **Arbitration**

- A. The grievance is a contractual grievance as defined in Section 2 of this Article.
- B. The request for arbitration shall be filed by the President of the Association or his designee.

- C. The request for arbitration must be filed with the appropriate State agency no later than ten (10) working days after receipt of the response of the Board of Trustees.

5. **Miscellaneous Provisions**

- A. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration. The Association's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration is final.
- B. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the Parties. Lost cancellation fees shall be the sole responsibility of the party requesting the postponement.
- C. A grievance may be raised at Step 1 no later than thirty (30) working days following its occurrence or when the Grievant would have reasonably known of its occurrence.
- D. In the case where an alleged grievance is based upon an action of a Dean or a Vice President or the designee of one of these individuals, the grievance shall commence at that level and then proceed through subsequent steps.
- E. Except for the notice provisions and all procedures set forth in this Article, strict rules of evidence and requirements of substantive and procedural due process will not apply.
- F. The presence of a duly-authorized representative of the Association, as specifically authorized by the grieving bargaining Unit Member, shall be permitted at all formal steps of the grievance process outlined in this Article.
- G. Failure by the Grievant to process a grievance shall constitute determination of the grievance at the last step to which the grievance was taken.
- H. In the absence of a written reply being given to the Grievant within the time specified, the grievance is considered to be denied, and the Grievant may submit the grievance to the next level.
- I. In an effort to expedite the grievance process, the number of days specified for action in the grievance procedure should be considered a maximum. The time limits specified in Steps 2 through 5 may, however, be extended by the mutual written agreement of the Grievant and the representative of the College at each step.
- J. All grievances filed shall be completed upon the College-supplied forms which shall provide for at least the following information:
  - 1. Cite the Article, section, and page number of that portion of the Agreement allegedly violated;
  - 2. Contain date of alleged violation;
  - 3. Specify relief requested;
  - 4. Be signed by the Grievant and/or the Association;
  - 5. Be specific;

6. Contain a synopsis of the facts giving rise to the grievance.
- K. All formal communications, notices, and papers related to this grievance procedure shall be in writing and served in person or by United States mail, Certified, Return Receipt requested.
  - L. The cost of a stenographer shall be borne by the party obtaining the record pursuant to the appropriate rules of the Public Employment Relations Commission (PERC).
  - M. The Grievant will have the opportunity to state his/her case directly to the President in the event the Grievant is denied a recognition pay increment. The Grievant shall file written notice to the President within thirty (30) days from receipt of promotion denial.

## ARTICLE XXIII

### PERSONNEL RECORDS

1. The official personnel records of each member of the bargaining unit shall be kept in files by the College Human Resources Department. Other working files or records may be kept, if they are kept reasonably secure, by staff and administration or the Board. No punitive action or action related to compensation or job status shall be taken based on material other than that contained in the official personnel records. Such actions may be taken, however, by the College upon material included in the personnel records of a member of the unit prior to any written response under Section 5 of this Article, and any appeals made by the Unit Member against such actions must be made to the appropriate Deans/Vice Presidents under Section 6 and 7 of this Article.
2. Upon appropriate written request a member of the unit shall have access to his/her personnel records, except for confidential documents such as peer evaluations or letters of recommendation to which access is privileged. Access to the non-confidential information shall be granted by the end of the next working day after the written request is received.
3. Upon appropriate request, access to official personnel records may be given to College administrative and supervisory staff with a right and need for information contained therein to discharge their official duties. Additionally, such access may be granted to external agencies with appropriate legal authorization, such as subpoenas, court orders. The access log shall be part of the personnel records and shall not be considered confidential.
4. Upon appropriate request approved in writing by the Unit Member to whose personnel records the Association seeks to have access, a duly authorized representative of the Association shall have access to the official documents such as credentials, peer evaluations, or letters of recommendation. A request by a representative of the Association shall be considered appropriate if it is submitted on a form prepared by the College Human Resources Department. This form shall include the name(s) of the duly authorized representative(s), a description of the nature of material to be made accessible, the dated signature of the Unit Member authorizing access, and the period of time for which the authorization for access is granted. Access shall be granted by the end of the next working day after an appropriate request is received.
5. A Unit Member may file a written response to an item included in his personnel records. Such response shall be included in the personnel records.
6. A Unit Member may request the Human Resources Department to include relevant materials in his official records. In the event the request to include materials is refused, the refusal is appealable directly to the appropriate Dean or Vice President, the decision of whom shall not be grievable. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above.
7. A Unit Member may request in writing to the Human Resources Department that materials be removed from his/her personnel records. If the request is not honored, the member shall be so notified in writing. In the event the request for removal is refused, the refusal is appealable directly to the appropriate Dean or Vice President, and his/her

decision shall be final. Written notification from the appropriate Dean or Vice-President to the employee shall be included in the official records. Nothing in this paragraph shall abrogate the provisions contained in Paragraph 5 above.

8. Grievance records shall be filed in the official personnel records and shall be treated as confidential with privileged access. Grievance records shall be sealed, and access shall be granted only upon the written authorization of the Director of Human Resources, the President or his or her designee. Upon appropriate request, the Unit Member shall have access to his or her grievance records. Upon appropriate request as defined in Section 4 of this Article, a duly authorized representative of the Association shall have access to grievance records. Such access by the Unit Member or duly authorized representative will be granted by the end of next working day after appropriate request is received.
9. The Human Resources Department shall require the submission of certified transcripts for any course and degree work claimed on a basis for setting compensation or determining qualifications, for inclusion in the official records, as a condition for employment, or release of compensation.

**ARTICLE XXIV**  
**SEPARATION OF EMPLOYMENT**

1. Upon leaving the employ of the College, the Unit Member will receive all moneys to which he/she is entitled. The final check will be issued upon receipt of any and all College property.
2. An employee may resign in good standing from his position by providing the College with at least three(3) weeks' written notice of his intent to leave the employ of the College.

## ARTICLE XXV ASSOCIATION ACTIVITIES

1. Association members shall not conduct Association business on College time or College premises unless specifically provided for in this Agreement.
2. The Association will provide the College with a list of officers no later than fifteen (15) days after the signing of this Agreement. The Association will notify the College within seven (7) days of any changes in officers.
3. The College agrees to grant upon request of employees covered by this Agreement time off with pay for the purpose of attending Association conventions and conferences, provided that:
  - A. The total time off does not exceed ten (10) days in a year;
  - B. Written notice specifying the amount of time off is received by the College President at least ten (10) working days in advance of the leave requested; such leave request shall not be unreasonably refused.
4. Authorized leaves granted to an individual shall not exceed a maximum of five (5) days in a year period and three (3) days of paid leave for any single activity for any individual employee.
5. The Association has designated the Association President as the person from whom the request for Association leave will originate.

## ARTICLE XXVI FACILITIES AND PARKING

1. The College will provide office space for the Association and, if the Association wishes, to install a telephone at a mutually agreeable location. Any cost associated with the installation and/or use of telephones shall be borne solely by the Association, and shall be used for the transaction of all Association business.
2. The College will make every effort to provide appropriate parking space for Unit Members and, at its discretion, may reasonably charge for parking in order to recover costs of parking lot maintenance and management. The parking fees will be applied uniformly to all College employees in all College facilities, either owned or leased, and will be based on a percentage of the annual salary of any employee wishing to utilize College parking. The College further agrees to appoint a "Parking Task Force" to develop a plan for parking and applicable procedures.
3. Where possible, each Unit Member shall be provided with a secure, private, enclosed office, with a nameplate and appropriate working tools and equipment. In the event offices cannot be secured, the College shall provide locks for desks and file cabinets.
4. The College shall provide adequate secretarial services for all Unit Members as required. Photocopy facilities shall be available whenever classes are scheduled.
5. The College will provide suitable "staff only" lounges with rest-rooms in appropriate areas throughout the College.
6. The College should provide clearly marked spaces for the handicapped at each of its parking facilities.
7. The College shall provide each full-time faculty access to a computer and printer with current software applications and memory.



## ARTICLE XXVII

### MISCELLANEOUS CONDITIONS OF EMPLOYMENT

1. **Vacancies**  
Notice of any professional vacancy, faculty or administrative, shall be transmitted to the Association President prior to its publication off-campus.
2. **Existing or New Positions**  
Where a Unit Member applies for an open position, the Unit Member shall be notified of the disposition of the application.
3. **Unit Member to Administration to Unit Member(s)**  
Unit Members who assume administrative duties and subsequently return to Unit Member status shall resume all rights and privileges, including tenure and seniority.
4. **Outside Employment**  
Full-time employees must consider the College their primary employer. As such, they must be available and able to perform all of the duties required of their position as outlined in existing job descriptions. Outside employment must not interfere with an employee's job hours and/or performance.
5. **Required Uniforms - Lab Coats**  
Required uniforms and lab coats shall be provided by the College at no cost to Unit Members.
6. **Photo Identification Cards**  
Photo identification cards shall be issued to all Unit Members.
7. **Security:**  
The College will make every effort to provide a safe and secure working environment for all members of the College community. In that regard, the College will arrange a meeting between members of a union committee and the College security director to discuss specific issues of security concerns. The union members of the committee will be appointed by the President of the union.

## ARTICLE XXVIII TECHNOLOGY & DISTANCE LEARNING

Hudson County Community College (hereinafter the "College") and the Hudson County College Professional Association (hereinafter the "Association") in accordance with Article XXVIII the collective bargaining agreement agree as follows:

1. **IMPLEMENTATION:**

The College will implement the program on technology and distance learning after it determines that the online courses are administratively and technologically feasible. Once implemented, the parties will meet to further discuss online instruction as required by Article XXVIII of the collective bargaining agreement.

2. **COURSE APPROVALS:**

Selected courses will be offered for online credit.

- Courses that have been previously approved by Curriculum & Instruction and Academic Affairs Council will be available for online adaptation and with the division dean director's review and the approval of the vice president of Academic Affairs.
- Development of new courses will need to follow the College's formal proposal procedures.

3. **CLASS SIZE:**

Online Course size will be limited to 20 students

- So that students may receive the best instruction, class size should not exceed 20 students. Should class size fall below 15 students, the online course will not be offered without the approval of the Vice President of Academic Affairs.

4. **COMPENSATION:**

- a. **Complete development of a course** to be fully taught online (this may be a redesigned course or newly proposed course).

**Initial development:** for a new course development – A faculty member receives either a 4 credit compensation or 4 hour credit release time.

- b. **Partial development of a course:**

**For initial development:** a faculty member receives either 3 credit compensation or 3 hours credit release time.

- c. **Teaching a course:**

A faculty member will receive a one-time 1.5 credit compensation for teaching an online course.

5. **STUDENT ACCESSIBILITY:**

It is the responsibility of the Registrar's office and Division of Technology, along with the new instructional Technology coordinator, to devise a plan whereby students can be

registered for online courses during any of the regular registration periods. Instructors, in turn, must have their courses available so that all registered students can readily access their individual Web CT course by the first day of the semester.

**6. TESTING:**

Web CT provides testing prompts for many courses. Different testing methods can be accommodated by Web CT or other suitable applications as required by different disciplines.

**7. INTELECTUALL PROPERTY:**

Faculty members who create online courses shall own the copyright to their work. The College will have the right to use the online course. Any remuneration received from the marketing of the package while the faculty member is employed by the College shall be shared equally with the College. If the online courses is sold, the remuneration will be shared equally between the member and the College.

**8. Video Courses**

**Compensation:**

- ❖ 1 student registered = 1 credit hour
  - ❖ 2 students registered = 2 credit hours
  - ❖ 3+ students registered = 3 credit hours
- 
- Faculty must give one 50 minute orientation session.
  - In addition to orientation session, faculty must schedule at least three 50 minute meetings with students during the semester.
  - Faculty must be available during regularly scheduled office hours to deal with videocourse students.
  - Faculty must make arrangements for a telephone messaging system and respond in a timely manner. The main number of the North Hudson Center (714-2200) is available for this purpose if the faculty member wishes.
  - All course videotapes are on file in the Library/LRC for student use.
  - The self-paced nature of the course can permit a student to complete it in under 15 weeks if he/she so desires. Therefore, the structure of the course requirements should reflect this.
  - All exams, tests, quizzes, and assignments must be prepared by the first week of class.
  - All tests and quizzes must be administered in the Testing Center.
  - First-time video-course faculty must attend a faculty orientation session.
  - Full-time faculty will be assigned to video-courses on an overload basis only.
  - Underenrolled courses maybe cancelled at the discretion of the Vice-President for Academic Affair.

## ARTICLE XXIX MISCELLANEOUS PROVISIONS

### 1. **Weather Emergency**

- A. In the event the College closes due to a weather emergency, employees will be credited with a full day's compensation.
- B. If an employee cannot report to work due to a weather emergency and the College has not been officially closed, the absence will be charged to accumulated vacation or personal leave.
- C. Announcements of weather emergency closings will be made on specified radio stations or via telephone. The College will make every effort to provide such radio stations or provide such telephone notifications as early as possible. The College will provide a list of radio stations to unit members.

## **ARTICLE XXX**

### **NO WAIVER**

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's right pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Parties herein are entitled.

**ARTICLE XXXI**  
**FULLY-BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the Parties to all bargainable issues which were the subject of these negotiations.

## ARTICLE XXXII NEGOTIATION OF SUCCESSOR AGREEMENT

1. The Parties agree to enter into collective negotiations over a successor agreement no later than March 1, 2010 and in no instance earlier than January 1, 2010.
2. Whenever members of the bargaining unit are mutually scheduled by the Parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement they will suffer no loss in pay.
3. This Agreement shall not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both Parties.
4. The College agrees to negotiate concerning said unit employees in the negotiating unit as defined in Article I of this Agreement, with no organization other than the Association for the duration of this Agreement.
5. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of both of the Parties at the time they negotiated or executed this Agreement.
6. It is agreed by both Parties to provide in a timely fashion information necessary to conduct and promote fruitful negotiations.

## ARTICLE XXXIII

### NOTICES

All notices, requests, or other communications hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if mailed U.S. prepaid certified Mail, return receipt requested, to the following:

As to the College:

Glen Gabert, President  
Hudson County Community College  
70 Sip Avenue  
Jersey City, New Jersey 07306

John Shinnick  
Associate Vice President of Human Resources and Communications  
Hudson County Community College  
26 Journal Square  
Jersey City, New Jersey 07306

As to Association:

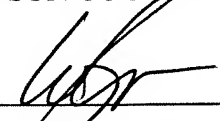
Elaine Foster, President of Professional Association  
326 York Street  
Jersey City, New Jersey 07302


Howard Parish, Ph.D., NJEA Uniserv Representative  
NJEA  
2279 State Highway 33, Suite 508  
Hamilton Square, NJ 08690

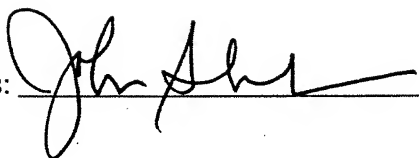


IN WITNESS WHEREOF, the Parties to the within Employment Agreement have, by their authorized representative, set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2005.

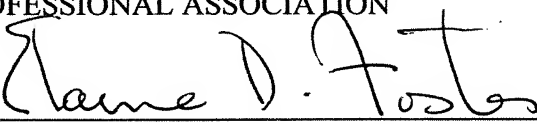
HUDSON COUNTY COMMUNITY COLLEGE

By:   
William Netchert  
Chairperson, Board of Trustees

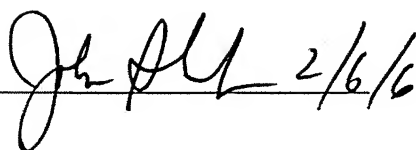
By:   
Dr. Glen Gabert  
President

Witness: 

HUDSON COUNTY COMMUNITY COLLEGE  
PROFESSIONAL ASSOCIATION

By:   
Elaine D Foster  
President

2/6/06

Witness:  2/6/06